

MEMORANDUM OF UNDERSTANDING BETWEEN
BROWARD COUNTY; MIAMI-DADE COUNTY; PALM BEACH COUNTY; AND
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY,
GOVERNING THE DEVELOPMENT OF THE REGIONAL MOBILE APPLICATION
FOR FARE INTEROPERABILITY AMONG THE PARTICIPATING AGENCIES IN
BROWARD, MIAMI-DADE, AND PALM BEACH COUNTIES (THE “TRI-COUNTY
AREA”)

This Memorandum of Understanding (“MOU”) is entered into on _____, 20_____, by and among the South Florida Regional Transportation Authority (“SFRTA”), Broward County (“BCT”), Miami-Dade County (“DTPW”), and Palm Beach County (“PalmTran”). These agencies are referred to collectively herein as the “Parties” or “Participating Agencies.”

1. **Background and Purpose.** There are currently several modes of public transit offered by the Participating Agencies in the Tri-County area, including but not limited to, Miami Dade Metrobus and Metrorail, Broward County Transportation Bus Service, Palm Beach County Palm Tran Bus Service and Tri-Rail Commuter Rail Service. Each Party has its own fare collection system. The Parties have participated in a joint working-group and ongoing discussions regarding the procurement of a regional application for fare interoperability by SFRTA to support the various Participating Agencies. This MOU governs the development and ongoing support of such regional mobile application for fare interoperability among the Participating Agencies (referred to herein as the “Regional App”). Apart from terms defined in this MOU, any other defined terms are included in Exhibit A.
2. **Responsibilities of the Participating Agencies.** The Parties agree that each Participating Agency shall be responsible for the following:
 - a. Engagement with the CONTRACTOR, Genfare, in an Application Programming Interface (API) Agreement to govern the CONTRACTOR’S access to and use of fare collection, payment transaction, schedule, General Transit Feed Specification (GTFS) and General Transit Feed Specification Realtime (GTFS-RT) resources in pursuit of the development and ongoing maintenance of the Regional Mobile Application for Fare Interoperability.
 - b. Participation in all phases of the development, testing and launch of the Regional Mobile Application for Fare Interoperability as delineated in the milestones section below.
 - c. Provision of project personnel for the discovery, development, testing and implementation phases.
 - d. SFRTA and Genfare will provide a project schedule, with dates and times so that the IT staff, finance, customer service, and marketing staff can appropriate time for the project.

3. **Regional App Milestones.**

Discovery Phase

SFRTA and Genfare will work with each Participating Agency to gather information regarding:

- Technical access via API(s) and/or other mechanisms to each Participating Agency’s AFCS back office.
- Fare policies, including transfer and qualified discount requirements
- Each Participating Agency’s desired terms and conditions for use of the app and the sale of their fare products

- General and agency-specific requirements for Payment Card Industry Data Security Standard (PCI) compliance and user data protection.
- Technical Mechanisms for qualified discount and full fare customer accounts
- Customer service procedures and mechanisms
- Current and desired reporting functions
- Each Participating Agency's list of participating project team members
- Each Participating Agency's list of app implementation / support team members
- Roles and responsibilities for each Participating Agency's implementation / support team members.

The Discovery Phase will produce the following products for the review and approval of each Participating Agency:

- Summary documents containing all information gleaned from the discovery phase for each Participating Agency, including fare policies, desired terms and conditions for use of the app and the sale of their fare products and general and agency-specific requirements for Payment Card Industry Data Security Standard (PCI) compliance and user data protection.
- A document describing the technical functions and agency workflows associated with each Participating Agency's administration of their connection to the app.
- A document, complete with screen mock-ups to capture the customer experience proposed in the app design.
- A User Acceptance Testing (UAT) plan document
- A tentative schedule for the project phases that follow.
- A contact list for each Participating Agency's participating project team members
- A contact list for each Participating Agency's participating implementation / support team members
- Documents delineating roles and responsibilities for each Participating Agency's implementation / support team members

Development Phase

Genfare and the Genfare subcontractors will develop the app solution component for each Participating Agency in accordance with the approved discovery and design documents developed during the Discovery Phase. Each Participating Agency will provide timely feedback as required during this phase. Following development, SFRTA and Genfare will update the tentative schedule developed as a product of the Discovery Phase.

Testing Phase

SFRTA, Genfare and the Genfare subcontractors will work with each Participating Agency to execute app testing in accordance with the User Acceptance Testing (UAT) plan document. Each Participating Agency will provide a staff of testers as identified in the Discovery Phase. Each Participating Agency will provide timely feedback as required during this phase. Each Participating Agency will provide a "punch-list" of items to be addressed following initial rounds of testing.

Agency Acceptance

Following the address of all items identified on the punch lists developed during the testing phase, each Participating Agency will provide formal written acceptance of the functionality of their portion of the Regional Fare Interoperability Mobile App. SFRTA and Genfare will then work with all Participating Agencies to update the Implementation portion of the project schedule.

Implementation

Genfare will publish the Regional Fare Interoperability Mobile App in accordance with the implementation schedule updated following Acceptance by each Participating Agency. Each Participating Agency will then provide ongoing app support, including potential feedback to Genfare in accordance with the documents delineating roles and responsibilities for each agency's implementation / support team members and the list of each Participating Agency's implementation / support team members developed as deliverables in the Discovery Phase.

4. **Compensation.** SFRTA agrees to fund the development, implementation and deployment of the Genfare Regional Mobile Application for Fare Interoperability project, subject to receipt of Broward MPO funds in an amount equal to \$1,343,258, as outlined in the milestones section above. In addition, SFRTA agrees to fund, subject to receipt of Broward MPO funds in an amount equal to \$1,343,258, the maintenance and support of the Regional Mobile Application for Fare Interoperability for SFRTA and the Participating Agencies for a period of five (5) years following the "Go Live" milestone, subject to the Participating Agencies entering into the necessary agreement(s) with GenFare.
5. **Compliance with Applicable Laws and Regulations.** Each Party shall comply with all applicable existing and future laws, statutes, ordinances, codes, rules, regulations, and procedural requirements, whether federal, state, or local. Each Party shall be responsible for ensuring compliance by its employees, contractors, agents or assigns with all applicable county, state, and federal requirements.
6. **Representation.** Each Party shall designate one or more individuals in writing to function as liaison and representative to the others and shall notify the others in writing of such designation. Each Party shall promptly notify the others in writing of any changes in such designation. The purpose of this representative is to facilitate activities related to this MOU and to be the point of contact for each Party.
 - a. Provide a communication plan regarding how SFRTA will coordinate with the four agencies throughout this project.
7. **Amendments or Modifications.** Amendments or modifications to this MOU may only be made in writing and shall not be effective unless executed by the Parties.
8. **Effective Date; Termination.** This MOU shall become effective upon execution by all of the Parties ("Effective Date") and shall continue until terminated by mutual agreement of the Parties. Notwithstanding any provision in this MOU to the contrary, any Party may elect to withdraw from this MOU at any time and without liability to any other Party by giving ten (10) days written notice of such withdrawal to the other Parties. Withdrawal will only be effective

as to the Party giving notice of withdrawal and this MOU will remain in force and effect among the remaining Parties. Upon the effective date of withdrawal, the withdrawing Party shall have no further obligations under this MOU.

- 9. Notice.** Notices to under this MOU shall be in writing sent by U.S. Mail and email addressed to the following:

DTPW: Eulois Cleckley, Department of Transportation and Public Works Director and CEO
701 NW 1st Court Suite 1700
Miami, FL 33136
Eulois.Cleckley@miamidade.gov

With copy to: MDC County Attorney's Office

BCT: Coree Cuff Lonergan, General Manager
and Director of Transportation, Broward County
1 North University Drive, Suite 3100A Plantation, FL 33324
CCUFFLONERGAN@broward.org

BCT: Tim Garling, Deputy General Manager
1 North University Drive, Suite 3100A Plantation, FL 33324
TGARLING@broward.org

With copy to: Broward County Attorney's Office

Palm Tran: Yash Nagal, PalmTran Interim Executive Director
301 N. Olive Avenue,
West Palm Beach, FL 33401

With copy to: Palm Beach County Attorney's Office

SFRTA: David Dech, SFRTA Executive Director
801 NW 33rd Street
Pompano Beach, FL. 33064
Dechd@sfrta.fl.gov

With copy to: SFRTA General Counsel

- 10. Term.** The term of this MOU shall be for the sum of the time for Genfare to perform the Work, which is currently from the date of Notice to Proceed, through and including September 30, 2024, and for the five (5) year the Initial Subscription Term (as that term is defined in Agreement No. 24-008). Nothing in this section in any way modifies the right of each Party to terminate this MOU as provided in Section 8 above.

- 11. Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive any Party's rights and immunities provided to it by law and as may be limited by Section

768.28, Florida Statutes. The Parties agree to be individually responsible for any claims or damages, to the extent and limits provided in Section 768.28, F.S., arising from the actions of their own respective employees and agents. The Parties acknowledge that the foregoing shall not constitute an agreement by any Party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that a Party may have under such statute, nor as a consent to be sued by third parties.

12. Dispute Resolution. Should a dispute arise between the Parties regarding this MOU, the Parties agree that if the dispute cannot be resolved by the respective Project Managers, then the dispute shall be escalated to the respective heads of each transit agency, who shall attempt to meet at their earliest convenience, but no later than thirty (30) days after the Project Managers fail to resolve the issue, to address the dispute. Each Party agrees to make good faith efforts to address the dispute in a manner amenable to all Parties.

IN WITNESS OF THE FOREGOING, the Parties have caused this MOU to be signed as of the Effective Date by their duly authorized signatories.

ATTEST:

MIAMI-DADE COUNTY

By: _____
Witness

By: _____
Title: _____

_____ DAY OF _____, 20__

Approved as to form and legal sufficiency:

Title: _____

PALM BEACH COUNTY FLORIDA by its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

By: _____
Deputy Clerk

By: _____
Mayor

_____ DAY OF _____, 20__

Approved as to form and legal sufficiency:

Approved as to Terms and Conditions

County Attorney

Executive Director, Palm Tran

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Transportation, authorized to execute same by Board action on the 16th day of April 2024.

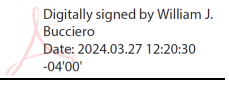
COUNTY


BROWARD COUNTY, by and through its
Director of Transportation

By: _____
Director of Transportation

_____ day of _____, 2024

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423 Fort
Lauderdale, Florida 33301 Telephone: (954)
357-7600

William J.
By Bucciero 
Digitally signed by William J. Bucciero
Date: 2024.03.27 12:20:30 -04'00'
William Bucciero (Date)
Assistant County Attorney

By  2024.03.27 14:42:34 -04'00'
Nathaniel Klitsberg (Date)
Transportation Surtax General Counsel

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY, a body
politic and corporate and an agency of the State of
Florida created pursuant to Chapter 343, Florida
Statutes.

ATTEST:

By: _____
Anthony Cariveau
Chief Contracting Officer

By: _____
DAVID W. DECH
Executive Director

_____ DAY OF _____, 20__

Approved by General Counsel as to legal
form and sufficiency:

TERESA J. MOORE, Esq.
General Counsel

Exhibit A

Definitions

For purposes of the MOU the following definitions shall apply:

“**Acceptance**” means the approval of the SFRTA and/or partnering agencies of a specified milestone and acknowledgement that the milestone was met and/or the deliverable is compliant with the terms of the underlying agreement.

“**Application Programming Interface (API)**” means mechanisms that enable two software components to communicate with each other using a set of definitions and protocols.

“**Contractor**” means a business or entity that agrees to perform work under terms of a contract.

“**Contractor’s Warranty**” means the Warranty provided by the Contractor in compliance with the Contract Documents, including the requirements of the STCs.

“**Project Schedule**” or “**Schedule**” means the Project schedule developed and updated, as needed or required, by the Contractor which is submitted to SFRTA for Approval.

“**Punch List**” means a document created before the final inspection to outline all remaining work, and the contractor, project owner, or any other key stakeholders can add to it.

Additional definitions in Agreement No. 24-008 shall govern this Agreement, if applicable.